

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		<p>Verizon shall, in cooperation with MCI, use its best efforts to operationalize access to an optical loop concentrator, and such concentrator shall provide optical SONET interfaces at rates of OC-3, OC-12, OC-48, and OC-N, N as described in the references in Appendix 1. The rates for optical loop concentrator shall be determined in accordance with Attachment 1 of this Agreement.</p> <p>4.18.4.4 The Loop Concentrator shall provide the Bellcore TR-303 DS1 level interface at the serving wire center. Loop Concentrator shall provide Bellcore TR-008 modes 1&2 DS1 interfaces when designated by MCI. Such interface requirements are specified in the references in Appendix 1.</p>			
IV-19	Should the Interconnection Agreement provide detailed terms specifying the means of access to, and technical and interface requirements for, the network interface device?	<p>Attachment III, Sections 4.7 et seq.</p> <p>4.7 Network Interface Device</p> <p>4.7.1 Definition. "Network Interface Device" or (NID) includes any means of interconnection of customer premises wiring to Verizon's Distribution plant, such as a cross connect device used for that purpose.</p> <p>4.7.2 Verizon shall permit MCI to connect MCI's loop facilities to the on-premises wiring of a customer through Verizon's NID in the manner</p>	<p>WorldCom has learned that ambiguity tends to lead to delay and litigation. To limit ambiguity, WorldCom has proposed specific language regarding the means of accessing this network element.</p> <p>Verizon simply cites to its contract language and fails to demonstrate why WorldCom's proposed language is wrong or unreasonable. WorldCom's proposed language was negotiated and agreed to by Verizon and WorldCom and was included in the current contract approved by the Virginia State Corporation</p>	<p>UNE Attachment</p> <p>8.1 Subject to the conditions set forth in Section 1 and at **CLEC's request, Verizon shall permit **CLEC to connect a **CLEC Loop to the Inside Wiring of a Customer through the use of a Verizon NID in the manner set forth in this Section 8. Verizon shall provide **CLEC with access to NIDs in accordance with, but only to the extent required by, Applicable Law. **CLEC may access a Verizon NID either by means of a Cross Connection (but only if the use of such Cross Connection is</p>	<p>Verizon VA will make available to WorldCom its network interface device ("NID") pursuant to § 8 of the UNEs Attachment to Verizon VA's Interconnection Agreement proposed to WorldCom. The NID will be made available to WorldCom in accordance with applicable law. WorldCom proposes that its technicians be allowed to work on Verizon VA's network side of the NID and "remove the inside wire from [Verizon VA's] NID and connect that wire to [WorldCom's] own NID." WorldCom's proposed interconnection agreement</p>

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		<p>set forth in Section [4.7.3] or in any other Technically Feasible manner.</p> <p>4.7.3 Access to Network Interface Device</p> <p>4.7.3.1 Due to the wide variety of NIDs utilized by Verizon (based on customer size and environmental considerations), MCIIm may access the customer's inside wire by any of the following means:</p> <p>4.7.3.1.1 Verizon shall allow MCIIm to connect its loops directly to Verizon's multi-line residential NID enclosures that have additional space and are not used by Verizon or any other Telecommunications Carrier to provide service to the premise. MCIIm agrees to install compatible protectors and test jacks, to maintain the protection system and equipment.</p> <p>4.7.3.1.2 Where an adequate length of inside wire is present and environmental conditions permit, and with the subscriber authorization required by this Agreement and Applicable Law, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or</p> <p>4.7.3.1.3 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wire</p>	<p>Commission. Furthermore, there have been no changes of law or process between the parties that warrant altering WorldCom's proposed language, which has been opted into by many CLECs. (GBL Direct 8/17 at 12).</p> <p>Verizon failed to file direct testimony addressing this issue on the due date of August 17.</p> <p>Verizon's position of limiting types of NID access to two types, is inconsistent with the Commission's orders. Verizon states that this position is consistent with the UNE Remand Order at paragraphs 237 and 240. In fact, the UNE Remand Order at paragraph 237 clearly states that "...an incumbent LEC must permit a requesting carrier to connect its own loop facilities to the inside wire of the premises through the incumbent LEC's network interface device, or at any other technically feasible point, to access the inside wire subloop element." (GBL Rebuttal, 9/17, at 8).</p> <p>WorldCom's proposed contract language in Attachment III section 4.7.2 is based on the language in the above-cited paragraph. If an entrance module is not available, Verizon would require WorldCom to establish its own NID and utilize a cross connect. This forces WorldCom to incur expenses which would not be</p>	<p>technically feasible) from an adjoining **CLEC NID deployed by **CLEC or, if an entrance module is available in the Verizon NID, by connecting a **CLEC Loop to the Verizon NID. In all cases, Verizon shall perform this Cross Connection. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.</p> <p>8.2 In no case shall **CLEC access, remove, disconnect or in any other way rearrange, Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.</p> <p>8.3 In no case shall **CLEC access, remove, disconnect or in any other way rearrange, a Customer's Inside Wire from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wire is used in the provision of ongoing Telecommunications Service to that Customer.</p> <p>8.4 In no case shall **CLEC remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.</p> <p>8.5 In no case shall **CLEC remove or disconnect NID modules, protectors, or terminals from</p>	<p>Attachment III § 4.7.3.1.2. WorldCom is entitled to access to Verizon VA's network but is not entitled to treat Verizon VA's network as its own or to do work on Verizon VA's network. Verizon VA can only ensure the integrity of its network (e.g. network reliability, electrical safety, and accountability for network faults and troubles) for all customers if its employees and contract employees work on the Verizon VA side (the network side) of the NID or demarcation point and the CLEC's employees work on the customer side of the demarcation point. In addition, it is not reasonable for Verizon VA to be responsible for meeting operational performance criteria if employees from a number of different companies are working on Verizon VA's equipment. As discussed in previous testimony in this arbitration, this arrangement is fully consistent with the <i>First Report and Order</i> ¶¶ 392-394 and the <i>UNE Remand Order</i> ¶¶ 237 and 240 that allow for CLECs to obtain access to the customer side of the demarcation point but grants no right to CLEC employees to tamper with the ILECs' network side of the demarcation point. Rebuttal Testimony UNE Panel at 11-12.</p> <p>WorldCom also would require Verizon VA to permit WorldCom to connect its loop facilities to on-premises wiring of a customer through</p>

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		<p>through a suitable "punch-out" hole of such NID enclosures; or</p> <p>4.7.3.1.4 Request Verizon to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., MCI, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.</p> <p>4.7.3.2 In no case shall MCI remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.</p> <p>4.7.3.3 Due to the wide variety of NID enclosures and outside plant environments, Verizon will work with MCI to develop specific procedures to establish the most effective means of implementing this Section [4.7.3].</p> <p>4.7.4 Technical Requirements</p> <p>4.7.4.1 The NID shall provide an accessible point of connection for the subscriber-owned inside wiring, for Verizon's facilities, for the distribution media and/or cross connect to MCI's NID, and shall maintain a connection to ground.</p> <p>4.7.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the distribution</p>	<p>necessary if WorldCom were permitted to either connect its loop to the customer using Verizon's NID, or disconnect the customer from Verizon's NID and connect them to WorldCom's NID. (Id. at 8-9).</p> <p>Verizon's position that allowing WorldCom to perform the work to connect its loop to the customer at its NID would endanger its network, is inconsistent with Commission orders. Verizon cites paragraphs 392-394 of the Commission's Local Competition Order to support denying WorldCom the ability to make its own connections to Verizon's NID. This section of the Commission's Local Competition Order does deal with the safety issues that arise when a CLEC desires to make its own connections to an ILEC's NID. The Commission concluded this section by finding that although competitors would benefit from this ability, "[s]tates should determine whether direct connection to the NID can be achieved in a technically feasible manner in the context of specific requests by competitors for direct access to incumbent LECs' NIDs." <u>Local Competition Order</u> at ¶ 396. Rather than rejecting the feasibility of CLECs making their own connections to the ILEC's NID, the Commission left it up to each state to answer this question. Now that the Commission is hearing this case, it must decide the</p>	<p>Verizon's NID enclosures.</p> <p>8.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the person who controls use of the wire (e.g., the Customer).</p> <p>When **CLEC is connecting a **CLEC-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, **CLEC does not need to submit a request to Verizon and Verizon shall not charge **CLEC for access to the Verizon NID. In such instances, **CLEC shall comply with the provisions of Sections 8.2 through 8.7 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 6 of this Agreement.</p> <p>8.7 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), **CLEC may access the Customer's Inside Wire, acting as the agent of the Customer by any of the following means:</p> <p>8.7.1 Where an adequate length of Inside Wire is not present or environmental conditions do not permit, **CLEC may enter the Customer side of the Verizon NID</p>	<p>Verizon VA's NID in any "Technically Feasible manner." WorldCom's proposed interconnection agreement, Attachment III § 4.7.1. Verizon VA provides a CLEC access to the Verizon VA NID either by means of a cross connection from an adjoining CLEC NID or, if an entrance module is available in the Verizon VA NID, by connecting directly to the Verizon VA NID. Verizon VA's proposed interconnection agreement with WorldCom, UNE Attachment § 8.1. These standard methods of interconnection provide for an orderly and predictable process. Permitting any type of connection that is "technically feasible" can lead to unfamiliar types of connections that may create maintenance or safety issues as well as exposing Verizon VA employees and its contract employees to uncertain conditions at these demarcation points. The clearly better practice is to utilize standard, predictable interconnection arrangements.</p>

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		<p>media and/or cross connect to MCIIm's NID, consistent with the NID's function at the Effective Date of this Agreement.</p> <p>4.7.4.3 Where a Verizon NID exists, it is provided in its "as is" condition. MCIIm may request that Verizon do additional work to the NID in accordance with Section [4.7.3.1.4].</p> <p>[Alternatively, WorldCom proposed to Verizon during mediation the following language, to which WorldCom and BellSouth have already agreed.]</p> <p>4.17 Network Interface Device</p> <p>4.17.1 Definition:</p> <p>4.17.1.1 The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The function of the NID is to establish the network Demarcation Point between a carrier and its subscriber. The NID features two independent chambers or divisions which separate the service provider's network from the subscriber's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the subscriber each make their connections.</p>	<p>technical feasibility of permitting WorldCom to make its own connections to Verizon's NID. (GBL Rebuttal, 9/17, at 9).</p> <p>WorldCom's proposal to make its own connections to and disconnections from Verizon's NID is technically feasible. The Commission's concern about the technical feasibility of having a CLEC directly connect its loops to the ILEC's NID rested on concern that the disconnected ILEC loop would be left without overvoltage protection. <u>See Local Competition Order</u> at ¶ 395. WorldCom's proposed contract in Attachment III section 4.7.3.2 clearly states that it will not disconnect ground wires from Verizon's NIDs, enclosures, or protectors. WorldCom's proposed contract language satisfies the Commission's only stated concern regarding direct connection to an ILEC NID, and should therefore be considered technically feasible. The burden of proving this is technically infeasible due to reasons of network reliability lies with Verizon. <u>See Local Competition Order</u> at ¶ 203. Verizon has not met this burden of proof in its comments to date. The Commission has concluded that so long as a CLEC utilizes properly trained employees, a CLEC may utilize its own employees or contractors to perform work on an</p>	<p>enclosure for the purpose of removing the Inside Wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.</p> <p>8.7.2 **CLEC may request Verizon to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. **CLEC, its agent, the building owner or the Customer). If **CLEC accesses the Customer's Inside Wire as described in this Section 8.7.2, time and materials charges will be billed to the requesting party (i.e. **CLEC, its agent, the building owner or the Customer).</p>	

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		<p>4.17.2 With respect to multiple-line termination devices, if MCIIm requests Verizon to install the NID, MCIIm shall specify the quantity of NID connections it requires within such device.</p> <p>4.17.3 Figure 1 shows an example of one type of a NID.</p> <p>Figure 1 - Network Interface Device</p> <p>4.17.4 Technical Requirements</p> <p>4.17.4.1 The Verizon Network Interface Device shall provide a clean, accessible point of connection for the inside wiring for MCIIm's Distribution Media via MCIIm's NID and shall maintain a connection to ground that meets the requirements set forth below.</p> <p>4.17.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring for MCIIm's Distribution Media via MCIIm's NID.</p> <p>4.17.4.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire shall be free of rust or corrosion and have continuity relative to ground.</p> <p>4.17.4.4 The NID shall be capable of</p>	<p>incumbent's facilities, and that permitting an ILEC to dictate the employees authorized to work on its facilities would impede access and delay entry. <u>See Local Competition Order</u> at ¶ 1182. (GBL Rebuttal, 9/17, at 10).</p>		

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		<p>withstanding all normal local environmental variations.</p> <p>4.17.4.5 The NID shall be physically accessible to MCIm designated personnel. In cases where entrance to the subscriber premises is required to give access to the NID, MCIm shall obtain entrance permission directly from the subscriber.</p> <p>4.17.4.6 Verizon shall offer the NID together with, and separately from the Distribution Media component of Loop Distribution.</p> <p>4.17.4.6.1 MCIm may connect its NID to the customer interface of Verizon's NID.</p> <p>4.17.5 Interface Requirements - Network Interface Device</p> <p>4.17.5.1 Where deployed the NID will be the interface to End Users' premises wiring for all Loop technologies.</p> <p>4.17.5.2 Responsibilities of The Parties for Conditions of Access And Attachment To NIDs. Verizon shall allow MCIm to directly connect MCIm's Distribution Media to a Verizon NID either by using excess capacity on the NID or, if no excess capacity exists, and where ordered by the Commission, direct connection would involve disconnecting Verizon's Distribution Media and</p>			

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		attaching MCIm's Distribution Media to the NID. Where MCIm disconnects Verizon's Distribution Media, MCIm shall ground Verizon's Distribution Media and maintain the ground in accordance with standard industry practices. In the event an MCIm customer reverts to Verizon, Verizon shall disconnect MCIm's Distribution Media only under these same terms and conditions. MCIm shall assume responsibility and shall bear the burden of properly grounding the loop after disconnection and maintaining same in proper order and safety. MCIm shall assume full liability for its actions and for any adverse consequences that could result. MCIm's responsibility and assumption of liability shall be the same for NIDs used in business settings which are similar to residential service NIDs, as for NIDs used for residential service.			
IV-20	Should the Interconnection Agreement contain detailed terms setting forth the availability of unbundled local switching (including all features, functions, and capabilities of the switch), as well as detailed descriptions of the daily usage tapes, billable events records, specialized routing, mechanized loop testing, maintenance and repair processes, access to 911 service, and interface requirements (including ISDN) associated with unbundled switching?	Resolved per mediation session on 8/7/01 by inclusion of language set forth in John Monroe's notes for 8/7/01.			<u>Resolved</u>
IV-21	Should the Interconnection Agreement include detailed	Attachment III, Sections 9 et and 10 et seq.	WorldCom and Verizon agree that dedicated transport is a UNE that	UNE Attachment	Resolved as to Shared Transport; not resolved as to dedicated transport.

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	provisions regarding the availability of unbundled shared and dedicated transport including a definition thereof, the transmission rates available, the requirement to make all features functions and capabilities available, WorldCom's right to designate equipment to be connected to unbundled transport, and the availability of and detailed technical requirements for digital cross connect systems?	<p>Section 9. Shared Transport [Section 9 et seq. – agreed to]</p> <p>9.1 Definition</p> <p>9.1.1 Shared Transport means the Verizon-provided transmission facilities shared by more than one carrier, including Verizon, between end office switches and Verizon tandem switches, and between tandem switches in Verizon's network. Where Verizon Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared transport. Shared Transport consists of Verizon inter-office transport facilities and is distinct and separate from Local Switching.</p> <p>9.2 Technical Requirements</p> <p>9.2.1 Verizon shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.</p> <p>9.3 Verizon shall offer Shared Transport at DS0, DS1, DS3, STS-1 or higher transmission bit rates.</p> <p>9.3.1 Verizon shall provide MCIm with use of all Technically Feasible transmission facilities, features, functions, and capabilities of Shared Transport that MCIm could use in the provision of telecommunications</p>	<p>Verizon must make available. Verizon has generally accepted WorldCom's proposed language, which is derived from existing contract language. WorldCom and Verizon disagree on three main issues: (1) whether WorldCom may use dedicated transport in conjunction with facilities purchased out of special construction-priced tariffs to provide physical redundancy (provision 10.2.2); (2) whether WorldCom may order multiplexing as a feature or function of dedicated transport (provision in 10.2.4); and (3) whether WorldCom may order digital cross connects (DCS) as a feature or function of dedicated transport (provisions 10.3-10.3.2.11).</p> <p>Physical redundancy is essential for customer service to continue without interruption should one set of facilities become unavailable. Verizon offers tariffed services through which it will build facilities for customers in need of physical redundancy. WorldCom should be permitted to order (at tariffed rates) the construction of new facilities through Verizon's tariffs to use such facilities for redundancy purposes with pre-existing leased dedicated transport in order to provide the same physical redundancy that Verizon would provide to its retail customers as they require.</p> <p>Verizon refuses to provide</p>	<p>10. Unbundled Interoffice Facilities</p> <p>Subject to the conditions of Section 1, where facilities are available, at **CLEC's request, Verizon shall provide **CLEC with interoffice transmission facilities ("IOF") unbundled from other Network Elements in accordance with, but only to the extent required by Applicable Law, at the rates set forth in the Pricing Attachment; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that **CLEC also purchases unbundled Local Switching capability from Verizon in accordance with Section 9 of this Attachment.</p>	<p>Verizon's Interconnection Agreement proposed to WorldCom, § 10, states that unbundled interoffice transmission facilities will be provided to WorldCom as required by law. As required by 47 C.F.R. § 51.319(d)(2)(i), Verizon will offer a CLEC "exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or use [of] the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier." Verizon provides unbundled dedicated transported transmission levels DS-1, DS-3, STS-1, OC3, OC3c, OC12 and OC12c, as well as dark fiber, where facilities exist.</p> <p>WorldCom is seeking to terminate its dedicated transport traffic into multiplexing/concentration equipment in Verizon VA's end office. The Commission has already found that multiplexing is not a stand-alone UNE. (See <i>UNE Remand Order</i>, Executive Summary for list of UNEs.) Because multiplexing is not a UNE that Verizon VA must provide under the Act, WorldCom is attempting to bootstrap the concept that multiplexing is a "functionality" of the loop or transport into an argument that multiplexing can be "ordered" from Verizon VA and provided essentially as if it were a stand-alone UNE. This attempted end run around the Commission's previous findings</p>

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		<p>services.</p> <p>9.3.2 Verizon shall permit, to the extent Technically Feasible, MCI to connect Shared Transport to equipment designated by MCI, including, but not limited to, MCI's collocated facilities.</p> <p>Section 10. Dedicated Transport</p> <p>10.1 Definition</p> <p>10.1.1 "Dedicated Transport" means the Verizon transmission facilities, including all Technically Feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by Verizon or requesting telecommunications carriers, or between switches owned by Verizon or requesting telecommunications carriers.</p> <p>10.1.2 Verizon shall offer unbundled and Non-Discriminatory access to Dedicated Transport. [Agreed]</p> <p>10.1.3 When Dedicated Transport is provided as a circuit, it will have available (as appropriate): [Agreed]</p> <p>10.1.3.1 Optional multiplexing functionality; [Agreed]</p> <p>10.1.3.2 Grooming functionality in</p>	<p>WorldCom both unbundled dedicated transport and tariffed special construction facilities on the grounds that this "commingles" UNEs with access services. There is no legitimate reason for Verizon to deny WorldCom access to such services and elements, and the FCC has never suggested that an ILEC may refuse to permit CLECs to use both UNEs and tariffed services together.</p> <p>GBL Direct 8/17 at 13 to 14, GBL Reply 9/5 at 13 to 14.</p> <p>There is no generic FCC rule barring the use of tariffed services and UNEs in concert. As far as WorldCom is aware the only use restriction ever approved by the Commission is a temporary and limited restriction on the availability of EELs. Verizon has now expanded that limited and temporary use restriction well beyond its boundaries and created its own free-ranging ban on 'commingling'. The Commission should reject this use restriction.</p> <p>Verizon's position not only limits the use of UNEs, it denies WorldCom the right to purchase tariffed services, which should be available on a non-discriminatory basis pursuant to the tariff itself.</p> <p>Verizon's position is simple discrimination in that it provides its retail customers precisely the same facilities upon demand that it is</p>		<p>that it is not a stand-alone UNE is impermissible. As Arbitrator Attwood has already determined: "This isn't going to be the forum for the Commission to reconsider existing laws.... We will look at the existing state of the law and apply the state of the law...." Status Conference Tr. at 13.</p> <p>Verizon VA does provide two specific types of defined stand-alone multiplexing: DS3 to DS1 and DS1 to DS0. This multiplexing is offered separately from loops, interoffice transport and switching. Verizon VA does not provide multiplexing in combination with an unbundled dedicated transport facility, although it may be provided as part of a loop-transport combination (sometimes called an enhanced extended loop or "EEL") so long as the CLEC complies with the local use requirements as set forth in the <i>Supplemental Order Clarification</i>.</p> <p>Verizon VA does not deploy loop concentration equipment in its outside plant network or in its central offices. The Act does not require an ILEC to provide unbundled access to equipment that is not part of its network. To the contrary, the Act's unbundling requirement (47 U.S. C. § 153(29)) applies to network elements as they exist or are deployed in the ILEC's network. In addition, in the <i>UNE Remand Order</i> the</p>

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		<p>accordance with Section [10.3] herein; and, [Agreed]</p> <p>10.1.3.3 Redundant equipment and facilities necessary to support protection and restoration at Parity and in a Non-Discriminatory manner. [Agreed]</p> <p>10.1.4 Verizon shall provide MCIm with use of all Technically Feasible transmission facilities, functions, and capabilities of Dedicated Transport that MCIm could use in the provision of telecommunications services. [Agreed]</p> <p>10.1.4.1 Verizon shall provide MCIm exclusive use of Dedicated Transport facilities, features, functions, and capabilities.</p> <p>10.1.4.2 Verizon shall permit, to the extent Technically Feasible, MCIm to connect Dedicated Transport to equipment designated by MCIm, including, but not limited to, MCIm's collocated facilities. [Agreed]</p> <p>10.2 Technical Requirements</p> <p>This Section sets forth technical requirements for all Dedicated Transport. [Agreed]</p> <p>10.2.1 Dedicated Transport shall provide physical diversity at Parity. [Agreed]</p>	<p>refusing to provide to Worldcom. (GBL Direct, 8/17, at 14).</p> <p>The specific provision that Verizon objects to is Section 10.2.2 of WorldCom's proposed interconnection agreement that states that "if physical diversity is not reasonably available in response to MCIm's request, then MCIm may order such additional physical diversity by submitting a request for special construction." Verizon argues that this provision is contrary to the Eighth Circuit's ruling that a CLEC has "access only to an incumbent LEC's existing network -- not to a yet unbuilt superior one."</p> <p>Verizon misunderstands Section 10.2.2 of WorldCom's proposed interconnection agreement. The reference to "special construction" in that section is to services offered pursuant to the special construction provisions of Verizon's interstate and intrastate tariffs, and thus does not implicate the vacated "superior quality" rules or any other unbundled element-related rules. The interconnection agreement language proposed by WorldCom simply reaffirms that, in those instances where physical diversity is not reasonably available, Verizon's interstate and intrastate tariffs entitle WorldCom to order such diversity by submitting a request for special Construction. See, eg, Verizon</p>		<p>Commission eliminated any lingering doubt on this point by specifically refusing to require ILECs to deploy new facilities to meet CLEC demands for unbundled interoffice transport. Given this lack of "concentrators" in the Verizon VA network, there is no basis for the Commission to consider this issue in this arbitration. Verizon VA also will not provide the digital cross connect system to WorldCom as a stand-alone UNE. As the Commission recognized in the <i>UNE Remand Order</i>, DCS is not a stand-alone UNE. Similar to its attempted end run on multiplexing, WorldCom uses the same "functionality" argument to try to bootstrap DCS into a stand-alone UNE. The Commission's rules, however, do not require Verizon VA to provide DCS to WorldCom as a stand-alone UNE. Rule 51.315(d)(iv) requires that Verizon VA provide the DCS to WorldCom "in the same manner that [it] provides such functionality to interexchange carriers." Verizon VA does so. It provides DCS functionality to IXCs just as it provides it to WorldCom--as an inherent part of the provisioning of unbundled dedicated transport.</p> <p>In Section 10.2.2 of its proposed interconnection agreement, WorldCom proposes language that would allow it to require Verizon VA to construct "additional physical diversity by submitting a request for</p>

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		<p>10.2.2 MCIIm may request that Verizon provide additional physical diversity. Verizon will provide such physical diversity where it is available, at Verizon's prevailing additional charge, if any. If physical diversity is not reasonably available in response to MCIIm's request, then MCIIm may order such additional physical diversity by submitting a request for special construction.</p> <p>10.2.3 Dedicated Transport shall include DSX terminations at one or both ends, as applicable, in Verizon's Central Office location. [Agreed]</p> <p>10.2.4 Verizon shall offer DCS and multiplexing, both together with, and separately from Dedicated Transport.</p> <p>10.3 Digital Cross Connect System (DCS). At a minimum, Verizon shall permit MCIIm, to the extent Technically Feasible, to obtain the functionality provided by Verizon's DCS in the same manner that Verizon provides such functionality to interexchange carriers.</p> <p>10.3.1 Definition. DCS is a device which provides electronic cross-connection of digital signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include, but are not limited to, DCS 1/0s, where the nomenclature 1/0 denotes interfaces typically at the DS1</p>	<p>Telephone Companies Tariff FCC No. 6.</p> <p>The Commission has never suggested that an ILEC may refuse to allow CLECs to make use of both UNEs and tariffed services together, except in the limited case of EELs, for reasons unrelated to any implicated here. There is no legitimate reason for Verizon to deny to WorldCom what Verizon provides to its retail customers (through its special construction tariff), and Verizon's refusal to provide the ability for WorldCom to offer physical diversity to its customers is simple discrimination. (GBL Reply, 9/5, at 11).</p> <p>WorldCom is entitled to multiplexing and digital cross-connect functionality because these are functionalities of the unbundled transport UNE. The UNE Remand Order requires ILECs to provide the multiplexing functionality to CLECs. Dedicated transport includes "all technically feasible capacity related services including those provided by electronics that are necessary components of the functionality of capacity related services." UNE Remand Order, para. 323. Indeed, the Order specifically cites the NEC RC-28D, a type of DS-3/DS-1 multiplexer, as an example of the electronics that are encompassed within the definition of unbundled</p>		<p>special construction." There is, of course, no lawful burden on Verizon VA to construct a special network for WorldCom, let alone highly specialized systems to support a physical diversity arrangement. The Eighth Circuit's ruling made clear that a CLEC has "access only to an incumbent LEC's existing network--not to a yet unbuilt superior one." <i>Iowa Utilities Bd.</i>, 120 F.3d at 813. The Commission expressly agrees with this limitation as to dedicated transport:</p> <p>... we do not require incumbent LECs to construct new transport facilities to meet specific competitive point-to-point demand requirements for facilities that the incumbent LEC has not deployed for its own use.</p> <p><i>UNE Remand Order</i> at ¶ 324.</p> <p>Nevertheless, WorldCom believes that it may require Verizon VA to construct whatever facilities WorldCom needs in order to provide physical diversity for WorldCom's customers. There is no obligation, legal or otherwise, for Verizon VA to be WorldCom's construction department and Verizon VA declines to assume that role.</p> <p>UNE Panel--Direct Testimony on Mediation Issues beginning at 3.</p> <p>UNE Panel--Additional Testimony on</p>

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		<p>rate or greater with cross-connection typically at the DS0 rate.</p> <p>10.3.2 DCS Technical Requirements</p> <p>10.3.2.1 DCS shall provide cross-connection of the channels designated by MCI^m, either through service orders or by using Verizon's Intellimux capabilities.</p> <p>10.3.2.2 Verizon shall continue to administer and maintain DCS, including updates to the control software to current available releases, at Parity.</p> <p>10.3.2.3 Verizon shall provide various types of Digital Cross-Connect Systems including:</p> <p>10.3.2.3.1 DS0 cross-connects (typically termed DCS 1/0).</p> <p>10.3.2.3.2 Additional DCS types shall be requested in accordance with the BFR process set forth in Section [6] of Part A of this Agreement.</p> <p>10.3.2.4 Through Verizon's Intellimux service capabilities, Verizon shall provide immediate and continuous configuration and reconfiguration of the channels between the physical interfaces (i.e., Verizon shall establish the processes to implement cross-connects on</p>	<p>transport. There is no rule limiting access to only those features and functions the ILEC happens to include in the middle of the loop or transport facility, as Verizon claims.</p> <p>The FCC's unbundled transport regulation, 51.319(d)(2)(D), states that ILECs must permit "...to the extent technically feasible, a requesting telecommunications carrier to obtain the functionality provided by the incumbent LEC's digital cross-connect systems in the same manner the incumbent LEC provides such functionality to interexchange carriers."</p> <p>Verizon claims it is only required to provide multiplexing or digital cross-connects when they are inherent within transport links. There is no basis in the Act or FCC regulations for the limitation which Verizon seeks to impose. (GBL Direct, 8/17, at 15 to 16.)</p> <p>There is no merit to Verizon's claim that it need only provide "multiplexing in the middle" of an unbundled transport link. One of the "features, functions and capabilities" of a loop or transport circuit is its capacity to be "channelized" (subdivided into several lower-capacity circuits). Thus, for Verizon to comply with its duty to provide requesting carriers with all features, functions and capabilities of the loop</p>		Mediation Issues beginning at 3.

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		<p>demand, or permit MCIm control of such configurations and reconfigurations).</p> <p>10.3.2.5 Through Verizon's Intellimux service capabilities, Verizon shall provide scheduled configuration and reconfiguration of the channels between the physical interfaces (i.e., Verizon shall establish the processes to implement cross-connects on the schedule designated by MCIm, or permit MCIm to control such configurations and reconfigurations).</p> <p>10.3.2.6 DCS shall continuously monitor protected circuit packs and redundant common equipment at Parity.</p> <p>10.3.2.7 DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation at Parity.</p> <p>10.3.2.8 The equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up at Parity.</p> <p>10.3.2.9 Verizon shall make available for DCSs handling MCIm services, spare facilities, and equipment at Parity, necessary for provisioning repairs.</p> <p>10.3.2.10 Through Verizon's Intellimux service capabilities, at</p>	<p>or transport element, it must provide requesting carriers with the capability to configure channels within a loop or transport facility. For example, Verizon must allow a CLEC that has ordered unbundled DS-3 transport to specify the multiplexing necessary to configure DS-1 and DS-0 channels within that DS-3. (GBL Reply, 9/5, at 13.)</p> <p>Verizon also claims that WorldCom could request multiplexing only if it were a UNE. This is incorrect because WorldCom's right to multiplexing stems from the fact that it is a feature, function, and capability of the loop and transport UNEs. Next, Verizon argues that even if multiplexing were a UNE, a transport circuit that included multiplexing would run afoul of the 8th Circuit's ruling prohibiting the ordering of new combinations. This argument is incorrect because when WorldCom orders unbundled transport with the multiplexing functionality, it is ordering only one UNE, which cannot be a combination of UNEs.</p> <p>The practical consequence of Verizon's refusal to honor the FCC's rules regarding access to DCS functionality places WorldCom in a Catch 22 situation. Specifically, under Verizon's scenario, WorldCom cannot obtain the DCS functionality as part of a transport UNE. It also cannot obtain the DCS functionality</p>		

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		<p>MCIm's option, Verizon shall provide MCIm currently available performance monitoring and alarm data.</p> <p>10.3.2.11 At MCIm's option, Verizon shall provide MCIm with the ability to initiate tests on DCS equipment. This will require MCIm to provide additional facilities from the DCS, back to MCIm's test center. The DCS can then be used to connect MCIm's test center ports to other MCIm circuits.</p> <p>10.3.2.12 Where available, DCS shall provide multipoint bridging of multiple channels to other DCSs. MCIm may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.</p> <p>10.3.2.13 DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by MCIm.</p>	<p>through the special access tariff and then combine it with UNEs, due to Verizon's skewed interpretation of "commingling." Therefore, were Verizon's proposal to be accepted the only way WorldCom could utilize the DCS functionality would be to purchase both the DCS and the transport from the Verizon special access tariff – at non-cost based rates. This is not a viable or lawful solution. Verizon must be required to continue to provide WorldCom with DCS functionality as part of the transport UNE either separately or along with other transport functionality as it is required to do under the current agreement and clear FCC regulation. (GBL Direct, 8/17, at 16).</p> <p>Verizon contends that it need not provide digital cross-connect functionality because "the functionality of DCS is not something Verizon VA provides to interexchange carriers on an unbundled basis."</p> <p>Section 51.319(d)(2)(iv) of the Commission's rules states in the clearest possible terms that an ILEC must permit requesting carriers to obtain the functionality provided by the ILEC's digital cross-connect systems in the same manner that the ILEC provides such functionality to interexchange carriers.</p> <p>Verizon's contention that it does not</p>		

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			<p>provide IXCs with access to digital cross-connect systems is simply not true. According to Verizon's Tariff FCC No. 1, IXCs may use Verizon's IntelliMux service to communicate instructions "to the digital cross-connect system(s) (DCSs) associated with the customer's services to effect . . . reconfiguration." Verizon FCC Tariff No. 1 Section 7.2.12 (B). Notably, the AT&T <u>ex parte</u> letter cited in the <u>Local Competition Order</u>'s discussion of DCSs "available for the termination of interexchange traffic" gives Bell Atlantic's IntelliMux service as an example of such a DCS. Because Verizon permits IXCs to use DCS functionality using IntelliMux, Section 51.319(d)(2)(iv) of the Commission's rules requires Verizon to permit CLECs to use DCS functionality through Verizon's IntelliMux capabilities. (GBL Reply, 9/5, at 14-15).</p> <p>With the exception of the issues discussed above, Verizon has accepted the language proposed by WorldCom which is reproduced here and in the GBL Reply, 9/5, at pages 7-10.</p> <p>Verizon was to review the definition of 'non-discriminatory' proposed by WorldCom and to consider the availability of OC-48 transport where Verizon deploys OC-48. Verizon has not responded regarding these matters</p>		

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			as of this writing. (GBL Reply, 9/5, at 10).		
IV-22	Should the Interconnection Agreement include detailed provisions regarding the availability of signaling link transport and signaling transfer points?	Resolved per mediation session on 8/7/01 by inclusion of language set forth in John Monroe's notes for 8/7/01.			<u>Resolved</u>
IV-23	Should the Interconnection Agreement include detailed provisions setting forth the availability of call related databases including but not limited to LIDB, the Toll Free Number Database, number portability databases, 911 and E911 databases, and AIN databases?	<p>During mediation WorldCom and Verizon agreed to the following language:</p> <p>Attachment III, Section 13 et seq. Section 13. Call Related Databases and AIN</p> <p>13.1 Definition</p> <p>13.1.1 "Call Related Databases" are the Network Elements that provide the functionality for storage of, and access to, information required to route and complete a particular call. Call Related Databases include, but are not limited to: LIDB, Toll Free Number Database, Calling Name database, number portability databases, 911 and E911 databases, and AIN databases.</p> <p>13.1.2 A Service Control Point (SCP) is a specific type of database Network Element deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network.</p>	<p>During mediation Verizon and WorldCom agreed to WorldCom-proposed language to the left concerning call related databases. Verizon, however, seeks to impose a use restriction on WorldCom's use of LIDB and would only permit WorldCom to use the LIDB database to provide local service. WorldCom, however is entitled to use LIDB and other call-related databases to provide any telecommunications services.</p> <p>The Commission has twice refused to impose restrictions on the use of UNEs—in the Local Competition Order at para. 359 and in the UNE Remand Order at para. 484. The Commission agreed with several commenters that no use restrictions should be read into the Act, particularly since no such restrictions survived the Conference Committee's amendments to the Act. (GBL Reply, 9/5, at 23).</p> <p>Verizon's proposed use restriction is inconsistent with the Act's unbundling provision that specifically gives CLECs the right to use UNEs "for the provision of a telecommunications</p>	<p>UNE Attachment</p> <p>11.1 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide **CLEC with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877) databases, LIDB, and any other necessary databases.</p> <p>911 Attachment</p> <p>1 911/E-911 Arrangements</p> <p>1.1 **CLEC may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which **CLEC provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide **CLEC with the appropriate</p>	<p>Verizon's Interconnection Agreement proposed to WorldCom, UNEs Attachment § 11.1 contains provisions on signaling networks and call-related databases and agrees to provide those items as required by applicable law. In addition, § 1 of the 911 Attachment of Verizon's Interconnection Agreement proposed to WorldCom specifically sets forth the provisions for 911/E-911 arrangements.</p> <p>Acceptance of WorldCom's proposed language would enable WorldCom to "game" the system by reporting exchange access LIDB inquiries under the local exchange point code, effectively shielding these LIDB inquiries from the higher access tariff rate.</p> <p>The Parties have no dispute as to WorldCom's use of Verizon VA's LIDB for local traffic. Verizon VA currently provides access to its LIDB as a UNE at TELRIC rates for use in completing local calls. LIDB access traffic, however, is charged at access tariff rates. Verizon VA identifies inquiries sent to its LIDB as local or access based on the originating point</p>

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		<p>13.2 Technical Requirements for Call Related Databases</p> <p>Requirements for Call Related Databases within this section address storage of information, access to information (e.g., signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All Call Related Databases shall be provided to MCI in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Subsections [13.3] through [13.6]:</p> <p>13.2.1 Verizon shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in Section [12] of this Attachment, with TCAP as the application layer protocol.</p> <p>13.2.2 Verizon shall provide physical interconnection to databases via existing interfaces and industry standard interfaces and protocols (e.g., 56 Kb TCP/IP).</p> <p>13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in Section [12] of this Attachment (which applies to both SS7 and non-SS7 interfaces).</p>	<p>service". The Act does not limit the use of UNEs to local service only. The FCC expressly named LIDB a database subject to unbundling, knowing that virtually the only application of LIDB is to provide access services, making Verizon's attempt to impose a use restriction especially outrageous. (GBL Direct 8/17 at 18).</p> <p>Section 251 (c)(3) of the Act makes it clear that WorldCom can use unbundled network elements for the provision of any telecommunications service. Interexchange access services are telecommunications services. The Commission has noted that "section 251 (c)(3) provides that carriers may request unbundled elements to provide a telecommunications service, and interexchange services are a telecommunications service." Local Competition Order, para. 342. WorldCom is entitled to access the LIDB database as an unbundled network element for use in the provision of all telecommunications services. (GBL Reply, 9/5, at 22).</p> <p>Verizon's attempt to impose a "local only" restriction on WorldCom's use of LIDB would effectively deny WorldCom's access to this UNE because LIDB is used almost exclusively in connection with toll calls. Verizon's claim that it would be unable to "allocate and track"</p>	<p>CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, **CLEC and Verizon will negotiate arrangements to connect **CLEC to the 911 service in accordance with applicable state law.</p> <p>1.2 Path and route diverse Interconnections for 911/E-911 shall be made at the **CLEC-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by law or regulation.</p> <p>1.3 Within thirty (30) days of its receipt of a complete and accurate request from **CLEC, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide **CLEC, where Verizon offers 911 service, with the following at a reasonable fee, if applicable:</p> <p>1.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where **CLEC is providing, or represents to Verizon that it intends to provide within sixty (60) days of CLEC(s) request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis. [The following sentence will be added for PA: A letter is required from the</p>	<p>code provided by the carrier. Verizon VA then bills the carrier appropriately.</p> <p>WorldCom, however, in an attempt to escape its lawful obligations and deny Verizon VA its approved tariffed rates, proposes to aggregate all of its IXC affiliates' LIDB inquiries under the point code designated for its CLEC traffic. Utilizing the same point codes for both types of traffic, however, would effectively preclude Verizon VA from billing WorldCom appropriately. WorldCom's purported use of LIDB for exchange access service at UNE rates is contrary to the Act and the Commission's regulations.</p> <p>UNE Panel - Direct Testimony on Mediation Issues, beginning at 8.</p> <p>UNE Panel - Rebuttal Testimony on Mediation Issues, beginning at 3.</p>

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		<p>13.2.4 Call Related Database functionality shall be available at Parity. If, based on information available through the process set forth in Section [3], MCIm believes the functionality is inadequate to meet its needs, it may initiate a BFR.</p> <p>13.2.5 Verizon shall complete database transactions (i.e., add, modify, delete) for MCIm subscriber records stored in Verizon databases at Parity.</p> <p>13.2.6 Verizon shall provide database maintenance consistent with the maintenance requirements as specified in this Agreement (e.g., notification of Verizon network affecting events, testing).</p> <p>13.2.7 Verizon shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements for Call Related Databases as specified in this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).</p> <p>13.2.8 Verizon shall provide Call Related Databases in accordance with the physical security requirements specified in this Agreement.</p> <p>13.2.9 Verizon shall provide Call Related Databases in accordance with</p>	<p>whether queries are local or not is irrelevant since Verizon has no need for that information to provide WorldCom with the access to LIDB that the Act requires. (GBL Reply, 9/5, at 24)</p> <p>Verizon's proposed restriction is discriminatory in that Verizon has access to LIDB for billing its toll as well as local traffic. Moreover, Verizon provides access to LIDB to interexchange carriers for use in connection with toll calls. The non-discrimination provision of the Act and the Commission rule prohibiting use restrictions require Verizon to provide WorldCom access to LIDB so that WorldCom can provide the same service. (GBL Reply 9/5 at 23 to 25).</p> <p>Verizon's proposal to impose a restriction on WorldCom's use of the LIDB database UNE is barred by 47 CFR 51.309 (a) which provides that "An incumbent LEC shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements that would impair the ability of a requesting telecommunications carrier to offer a telecommunications service in the manner the requesting telecommunications carrier intends."</p>	<p>PSAP director before the release of the MSAG by Verizon to **CLEC];</p> <p>1.3.2 a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which **CLEC plans to offer Telephone Exchange Service;</p> <p>1.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.</p> <p>1.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.</p> <p>1.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;</p> <p>1.3.6 prompt return of any **CLEC 911/E-911 data entry files containing errors, so that **CLEC may ensure the accuracy of the Customer records.</p> <p>2. Electronic Interface</p> <p>**CLEC shall use, where available, the appropriate Verizon electronic interface, through which **CLEC shall input and provide a daily update of 911/E-911 database information related to appropriate **CLEC Customers. In those areas where an</p>	

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		<p>the logical security requirements specified in this Agreement.</p> <p>13.3 Line Information Database (LIDB)</p> <p>This Section [13.3] defines and sets forth additional requirements for the Line Information Database. This Subsection 13.3 supplements the requirements of Section [13.2] and [13.5].</p> <p>13.3.1 Definition</p> <p>LIDB is a transaction-oriented database accessible through CCS networks. It contains records associated with subscriber line numbers and special billing numbers (in accordance with the requirements in the technical reference in GR-1158-CORE OSSGR, Section 22.3). LIDB accepts queries from other Network Elements, or MCI's network, and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept collect or third number billing calls and validation of telephone line number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between the Verizon CCS network and other CCS networks. LIDB also interfaces to administrative systems. The</p>		<p>electronic interface is not available, **CLEC shall provide Verizon with all appropriate 911/E-911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association standards ("NENA"). **CLEC may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of **CLEC Customer information.</p> <p>3. 911 Interconnection</p> <p>Verizon and **CLEC will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of **CLEC systems to the 911/E-911 platforms and/or systems.</p> <p>4. 911 Facilities</p> <p>**CLEC shall be responsible for providing facilities from the **CLEC End Office to the 911 Tandem or selective router. **CLEC shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.</p>	

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		<p>administrative system interface provides Verizon work centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.</p> <p>13.3.2 Technical Requirements</p> <p>13.3.2.3 Verizon shall enable MCIIm to store in Verizon's LIDB any subscriber line number or special billing number record (in accordance with the technical reference in GR-1158-CORE OSSGR, Section 22.3), whether ported or not, regardless of the number's NPA-NXX or NXX-0/XX, in accordance with standard industry practices.</p> <p>13.3.2.4 Verizon shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in GR-1158-CORE OSSGR, Section 22.3) for MCIIm's subscriber records in LIDB:</p> <p>13.3.2.4.1 Billed number screening (provides information such as whether the billed number may accept collect or third number billing calls); and</p> <p>13.3.2.4.2 Calling card validation.</p> <p>13.3.2.5 Verizon shall process MCIIm's subscriber records in LIDB at least at Parity with Verizon subscriber records, with respect to</p>		<p>5. Local Number Portability for use with 911</p> <p>The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by **CLEC. Therefore, for those ported telephone numbers using INP, **CLEC will provide the 911/E-911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E-911 database system. Further, **CLEC will output the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. **CLEC will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.</p> <p>5.1 **CLEC is required to enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using **CLEC's NENA COID to lock and unlock records and the posting of **CLEC's NENA COID to the ALI</p>	

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		<p>other LIDB functions (as defined in the technical reference in GR-1158-CORE OSSGR, Section 22.3). Verizon shall indicate to MCIm what additional functions (if any) are performed by LIDB in Verizon's network.</p> <p>13.3.2.6 Within two (2) weeks after a request by MCIm, Verizon shall provide MCIm with a list of the subscriber data items which MCIm would have to provide in order to support billed number screening and calling card validation. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.</p> <p>13.3.2.7 Verizon shall provide LIDB systems with rates of operating deficiencies at Parity. If, based on information available through the process set forth in Section [3], MCIm believes that the rate of deficiencies is inadequate to meet its needs, it may initiate a BFR.</p> <p>13.3.2.8 Verizon shall provide MCIm with the capability to provision (e.g., to add, update, and delete) NPA-NXX and NXX-0/1XX group records, and line number and special billing number records, associated with MCIm subscribers, directly into</p>		<p>record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards.</p> <p>6. PSAP Coordination</p> <p>Verizon and **CLEC will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.</p> <p>7. 911 Compensation</p> <p>**CLEC will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in this attachment.</p> <p>8. 911 Rules and Regulations</p> <p>**CLEC and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E-911 services in [STATE].</p>	

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		<p>Verizon's LIDB provisioning process.</p> <p>13.3.2.9 As directed by MCIm , in the event that end user subscribers change their local service provider, Verizon shall maintain subscriber data (for line numbers, card numbers, and for any other types of data maintained in LIDB), as mutually agreed by the Parties, so that such subscribers shall not experience any interruption of service, except for any interruption associated with a LIDB-only service order transaction at Parity. MCIm shall submit LIDB updates on a timely basis.</p> <p>13.3.2.10 All additions and updates of MCIm data to the LIDB shall be solely at the direction of MCIm. Verizon will process orders from other CLECs or from Verizon for subscribers that choose to migrate from MCIm to another provider.</p> <p>13.3.2.11 Verizon shall provide priority updates to LIDB for MCIm data upon MCIm's request (e.g., to support fraud protection) at Parity.</p> <p>13.3.2.12 Verizon shall accept queries to LIDB associated with MCIm subscriber records, and shall return responses in accordance with the requirements of this Section [13].</p> <p>13.4 Toll Free Number Database</p> <p>The "Toll Free Number Database" is</p>			

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		<p>an SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional features during call set-up in response to queries from SSPs. This Section [13.4] supplements the requirements of Section [13.2] and [13.5]. Verizon shall provide the Toll Free Number Database in accordance with the following:</p> <p>13.4.1 Technical Requirements</p> <p>13.4.1.1 Verizon shall make the Verizon Toll Free Number Database available for MCI^m to query, from MCI^m's designated switch including Local Switching, with a toll-free number and originating information.</p> <p>13.4.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Verizon switch.</p> <p>13.4.2 Interface Requirements</p> <p>The signaling interface between the MCI^m or other local switch and the Toll Free Number Database shall use the TCAP protocol, together with the signaling network interface.</p> <p>13.5 Advanced Intelligent Network (AIN) Access, Service Creation</p>			

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		<p>Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access</p> <p>13.5.1 Verizon shall provide access to any and all non-proprietary Verizon service applications resident in Verizon's SCP. Verizon shall identify to MCI any such proprietary services, and identify the basis for such designation. Such access may be from MCI's switch or Verizon's unbundled local switch.</p> <p>13.5.2 SCE/SMS AIN access shall provide MCI the ability to create service applications in the Verizon SCE and deploy those applications via the Verizon SMS to the Verizon SCP using the same processes Verizon uses to deploy its own AIN-based services. This interconnection arrangement shall provide MCI access to the Verizon development environment in a manner at least at Parity with Verizon's ability to deliver its own AIN-based services. SCE/SMS AIN Access is the creation and provisioning of AIN services in the Verizon network.</p> <p>13.5.3 Verizon shall make SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to MCI. Scheduling of SCE resources shall allow MCI at least equal priority to Verizon.</p>			

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		<p>13.5.4 The Verizon SCE/SMS shall allow for multi-user access. Source code (i.e., AIN service applications and process flow design developed by an MCI service designer/creator to provide AIN based services) management and other logical security functions will be provided.</p> <p>13.5.5 Verizon shall provide reasonable protection to MCI service logic and data from unauthorized access, execution or other types of compromise.</p> <p>13.5.6 Verizon or a designated vendor shall provide for service creation training, documentation, and technical support of MCI development staff at Parity with that provided to Verizon's own development staff. Training sessions shall be "suitcased" to MCI facilities or delivered at Verizon facilities at MCI's cost, at MCI's discretion, subject to vendor's requirements.</p> <p>13.5.7 When MCI selects SCE/SMS AIN access, Verizon shall provide for a secure, controlled access environment on-site as well as via remote data connections (i.e., ISDN circuit switched data).</p> <p>13.5.8 When MCI selects SCE/SMS AIN access, Verizon shall allow MCI to transfer data forms</p>			

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		<p>and/or tables to the Verizon SCP via the Verizon SMS (e.g., service customization and subscriber subscription) in a manner consistent with how Verizon provides that capability to itself.</p> <p>13.5.9 When MCIIm selects SCE/SMS AIN access for providing services on MCIIm's network, the Parties will work cooperatively to resolve technical and provisioning issues.</p>			
IV-24	Should the Interconnection Agreement include detailed provisions regarding provision of Verizon's directory assistance database UNE to WorldCom, including the price of each directory assistance listing?	<p>Directory Assistance License Agreement and Attachment VIII, Section 6.1.7.1</p> <p>6.1.7 Directory Assistance Data</p> <p>6.1.7.1 Verizon will provide to MCIIm, and MCIIm will pay Verizon for, directory assistance data at the rate and under the terms and conditions set forth in the Directory Assistance License Agreement executed by the Parties on November</p>	<p>WorldCom currently receives the unbundled directory assistance database pursuant to a Directory Assistance License Agreement between Verizon and WorldCom. The interconnection agreement should include the sentence reproduced here which incorporates the Directory License Agreement into the Interconnection Agreement. This sentence is included in the existing Interconnection Agreement. (Caputo Direct, 8/17, at 3-6).</p>	<p>Additional Services Attachment</p> <p>3.1 Either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance services (DA), IntraLATA operator call completion services (OS), and/or directory assistance listings database. If either Party makes such a request, the Parties shall enter into a mutually acceptable</p>	<p>Verizon's Interconnection Agreement proposed to WorldCom, Additional Services Attachment § 3 provides that Verizon will provide nondiscriminatory access to its directory assistance listings database through a mutually acceptable written agreement. Such an agreement exists between WorldCom and Verizon and therefore this issue should not be included in this arbitration. The DAL agreement precludes WorldCom from disputing the terms of it in this</p>

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		19, 1998, and as may be subsequently amended by the Parties.	<p>The directory assistance database is a UNE and the terms and conditions under which a CLEC receives access to a UNE are to be included in the Interconnection Agreement pursuant to Section 251 (c)(1) of the Act.</p> <p>WorldCom proposes that the parties memorialize the terms that will govern once the DAL agreement expires – which Verizon concedes will occur on November 30, 2002.</p> <p>Verizon does not object to the DAL Agreement being incorporated by reference into the Interconnection agreement. Accordingly, the Commission should order that the DAL Agreement be incorporated into the existing agreement. However, Verizon also asserts that WorldCom is inappropriately attempting to challenge “the provision of directory assistance data through the DAL Agreement.”</p> <p>WorldCom is a party to the DAL Agreement, and is bound by that Agreement. WorldCom does not ask the Commission to alter the terms of the DAL Agreement, or to issue an order that supersedes it. All WorldCom seeks is a means to ensure that it continues to receive DAL data after the DAL Agreement expires. Accordingly, the Commission should order that the DAL Agreement be incorporated into the existing</p>	<p>written agreement for such access.</p> <p>3.2 **CLEC shall arrange, at its own expense, the trunking and other facilities required to transport traffic to and from the designated DA and OS switch locations.</p>	<p>proceeding. The provisions of the DAL agreement were bargained for by Verizon VA and accepted by WorldCom. In the unlikely chance that Verizon VA exercises its right to not review the DAL Agreement in November 2002, it must provide WorldCom with written notice at least 180 days before the expiration of the agreement. Pursuant to § 1 of the DAL agreement, if either party elects not to review the agreement, both parties will in good faith negotiate a succeeding agreement while the terms remain in effect for 2 years from when the DAL agreement would have expired or until the parties execute a succeeding agreement, whichever comes first.</p> <p>UNE Panel - Direct Testimony on Mediation Issues, beginning at 11.</p> <p>UNE Panel - Rebuttal Testimony on Mediation Issues, beginning at 10.</p>

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